

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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Jose Marrero,

Plaintiff,

v.

JUDGMENT

22-cv-00138-EK-PK

Anthony's Automotive Repairs Inc.,
and Anthony Vaccaro,

Defendants.

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A notice of acceptance of a Rule 68 Offer of Judgment having been filed on March 16, 2022; and Defendants Anthony's Automotive Repairs Inc., and Anthony Vaccaro having offered Plaintiff Jose Marrero to allow judgment in this action to be taken against them for the total sum of Thirty-Five Thousand Five Hundred and Sixty-Four Dollars and Eighty Four Cents (\$35,564.84), inclusive of reasonable attorney's fees, costs, and expenses, for Plaintiff's claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action; it is

ORDERED and ADJUDGED that judgment is entered in favor of Plaintiff Jose Marrero and against Defendants Anthony's Automotive Repairs Inc., and Anthony Vaccaro, in the total sum of Thirty-Five Thousand Five Hundred and Sixty-Four Dollars and Eighty Four Cents (\$35,564.84), payable as follows:

1. A payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) payable within sixty (60) days following the Court's Entry and Order of this Offer of Judgment (the "Initial Payment");
2. Twelve (12) installment monthly payments in the amount of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) payable each month (the "Monthly Installment Payments"), with the first Monthly Installment Payment payable thirty (30) days following payment of the Initial Payment, and the subsequent Monthly Installment Payments payable in thirty (30) day installments, thereafter;

3. One final balloon payment in the amount of Twelve Thousand Five Hundred and Sixty Four Dollars and Eighty Four Cents (\$12,564.84) payable thirty (30) days following payment of the final Monthly Installment Payment (the "Final Balloon Payment").

Defendants shall be in curable default if they fail to make any payment when due pursuant to Paragraphs 1 - 3 of this Offer of Judgment. Plaintiff or his authorized agent shall send a notice via First Class Mail and Email of such default addressed to Defendants' attorney, Tilton Beldner LLP, Attn: Eric S. Tilson, 626 Rxr Plaza, Uniondale, NY 11556, Email: **etilton@tiltonbeldner.com**. Such default may be cured by Defendants making payment of the delinquent payment within five (5) days of Defendants' attorneys' receipt of Plaintiffs notice of default. Defendants will only be afforded two (2) notice and cure opportunities.

Defendants' obligation to make each installment payment specified above shall be satisfied when payment is tendered to Plaintiffs counsel's escrow account. Within five (5) days of Plaintiff's counsel's receipt of any installment payment, Plaintiff shall file with the Clerk of the Court a partial satisfaction of judgment indicating the amount of the payment received and to be deducted from the remaining judgment amount. Should Plaintiff fail to file a partial satisfaction of judgment and Defendants take steps to enforce this provision, Defendants shall be entitled to their reasonable attorneys' fees for doing so.

In the event of Defendants' failure to make any payment when due pursuant to Paragraphs 1 - 3 of this Offer of Judgment, beyond applicable notice and cure periods, the breach shall result in accelerated payment of the entire Judgment amount of Thirty-Five Thousand Five Hundred and Sixty-Four Dollars and Eighty Four Cents (\$35,564.84), together with all costs and attorneys' fees incurred by Plaintiff in connection with any efforts to enforce any Judgment, less any payments made by Defendants as set forth herein.

The total sum of Thirty-Five Thousand Five Hundred and Sixty-Four Dollars and Eighty Four Cents (\$35,564.84) is inclusive of reasonable attorney's fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiff's claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action.

This judgment shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendants or any owner, employee, or agent, either past or present, of the Defendants, or in connection with the facts and circumstances that are the subject of this action, or are in any way related to Plaintiffs employment with Defendants.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendants.

Acceptance of this offer of judgment will act to release and discharge Defendants, their respective successors or assigns, as well as all past and present owners, employees, representatives, and agents of the Defendants, in their respective capacity as such, from any and all claims that were or could have been alleged by Plaintiff in the above-referenced action, or are in any way related to Plaintiff's employment with Defendants. Acceptance of this offer of judgment also will operate to waive Plaintiffs rights to any claim for interest on the amount of the judgment.

Dated: Brooklyn, New York
March 18, 2022

Brenna B. Mahoney
Clerk of Court

By: /s/Jalitza Poveda
Deputy Clerk